

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI
GULFPORT DIVISION**

IN RE

DEBRA JO BURGE

Debtor.

CASE NO. 25-50709-KMS
CHAPTER 7

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW Prestige Financial Services, Inc. (“Prestige Financial”), by and through counsel, pursuant to 11 U.S.C. § 362 and Rule 4001 of the Federal Rules of Bankruptcy Procedure, and respectfully states as follows:

1. Prestige Financial is a secured creditor of Debra Jo Burge (“Debtor”) by virtue of Retail Installment Sale Contract (“Contract”) dated June 7, 2021 for the purchase of a 2015 Nissan Pathfinder, VIN: 5N1AR2MN9FC702042 (“Collateral”). A true and correct copy of the Contract is attached hereto and incorporated herein.

2. Prestige Financial holds a validly perfected, first priority security interest in the Collateral as noted on the Certificate of Title for the Collateral issued by the State of Mississippi. A true and correct copy of the Certificate of Title is attached hereto and incorporated herein.

3. Prestige Financial is in possession of the Collateral and seeks relief from the automatic stay in order to proceed with disposition of the Collateral in accordance with the Contract and state law.

4. The Debtor is in payment default under the Contract in the amount of \$2,424.85 (representing the January 4, 2025 through May 4, 2025 monthly payments of \$484.97 each). Prestige Financial last received a payment on December 26, 2024 in the amount of \$288.00.

5. The outstanding payoff balance due under the Contract is \$20,795.03.

6. The J.D. Power NADA average retail value of the Collateral is \$4,505.00. A true and correct copy of the J.D. Power NADA Value Report is attached hereto and incorporated herein.

7. Pursuant to 11 U.S.C. § 362(d)(1), sufficient cause exists to terminate the automatic stay as to Prestige Financial, the Collateral and the proceeds thereof, due to the Debtor's Contract defaults and lack of adequate protection.

8. Pursuant to 11 U.S.C. § 362(d)(2), sufficient cause exists to terminate the automatic stay as to Prestige Financial, the Collateral and the proceeds thereof, as there is no equity in the Collateral and it is not necessary for the Debtor's effective reorganization.

WHEREFORE, the above premises considered, Prestige Financial prays that:

a. Prestige Financial be granted relief from the automatic stay provisions of 11 U.S.C. § 362 in order that it may proceed with the enforcement of the security interest in the Collateral and with any and all other remedies available under state or federal law that are not inconsistent with Title 11 of the United States Code;

b. The provisions of Rule 4001(a)(4) of the Federal Rules of Bankruptcy Procedure be waived; and

c. Prestige Financial be granted such other and further relief to which it may be entitled.

Respectfully submitted,

/s/ Jacob Zweig

Jacob Zweig (MS Bar No. 104725)

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20th day of May, 2025, a copy of the foregoing electronically filed Motion for Relief from Automatic Stay was served on the parties listed below by first-class mail, postage-prepaid, unless said party is a registered CM/ECF participant who has consented to electronic notice, and the Notice of Electronic Filing indicates that Notice was electronically mailed to said party.

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